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Deputy Executive Director

October 15, 2010

Addendum No. 2
to
Request For Qualifications (RFQ) dated September 24, 2010,
for
On-Call Construction Management and On-Call Design Services

Dear Consultant:

This letter is Addendum No. 2 to the Request For Qualification (RFQ) for On-Call Construction Management and On-Call Design Services, dated September 24, 2010, and Addendum No. 1, dated October 5, 2010.

Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1.	Letter of Invitation Pages, page 3 & Request for Qualification, Pages 2 & 18	Specific areas of expertise BATA seeks include but are not limited to: <ul style="list-style-type: none"> • Electrical, • Information Technology (IT), • <i>Intelligent Transportation System (ITS),</i> • Traffic, • Geotechnical, • Landscape design • Facility design • General design.
2.	Letter of Invitation Pages, pages 4 & 5, RFQ, General Conditions, Subarticle D, Contract Arrangements, Page 7	The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in <i>Appendix C-1, Insurance Requirements</i> . Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in <i>Appendix C-1, Insurance Requirements</i> , within five (5) days of <i>request from the BATA Project Manager</i> . 2's notice to the firm that it has been selected for the pool. Any objections to the insurance requirements must be brought to BATA's attention by the deadline specified above for requests for clarification or exceptions to RFQ requirements. If such objections are not brought to BATA's attention by such due date, BATA is entitled to assume agreement.

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
3.	RFQ, Section III, Form Of Proposal, Item 3, First Sentence, Page 3.	<ul style="list-style-type: none"> Descriptions of relevant projects done within the past <i>ten (10)</i> four (4) years by the firm and description of the key staff involved in the projects. If the SOQ is for both Part 1, Construction Management Services and Part 2, Design Services relevant project information must be listed for both parts.
4.	RFQ, Section V, General Condition, Subarticle I, Last Sentence, Page 9	If a UDBE goal is applied to a Task Order, the selected CONSULTANT must meet the UDBE goal or show a Good Faith Effort (GFE) to meet the goal, and complete the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts forms attached as <i>Appendices G-3, G-4 and G-5</i> , respectively, according to the instructions in their entirety. This applies even if a CONSULTANT is a UDBE/DBE. The proposal should follow the Task Order Form format specified in <i>Appendix H-I</i> Appendix F .
5.	RFQ, Appendix A, Part I, Subarticle A, Description of Construction Management Services, Page 15	10. Provide support services for geotechnical and related work for specific locations as requested. This work includes, but is not limited to, performing field investigations <i>and</i> evaluating and making recommendations for conditions encountered during construction, preparing foundation reports, soils reports, and log of test borings.
6.	RFQ, Appendix A, Part I, Subarticle A, Description of Construction Management Services, Page 15	13. In Conjunction with Caltrans, prepare <i>review Contractor provided</i> traffic control plans for work within the Caltrans right-of-way.
7.	RFQ, Appendix A, Part I, Subarticle C. Personnel, Page 16	2. Design Engineers – The Consultant shall provide design engineering staff with experience in bridge, highway and facility design. <i>Not Used.</i>
8.	RFQ, Appendix A, Part I, Subarticle A, Description of Construction Management Services, Page 16	9. Production Staffing – Production Staff includes, but is not limited to, public information officers, graphic designers, and <i>technical</i> report writers.
9.	Appendix C-1, Insurance Requirements, Page 24	Appendix C-1, <u>Insurance Requirements</u> , is deleted in its entirety and replaced with the attached Appendix C-1, <u>Insurance Requirements</u> .

The remaining provisions of the RFQ, dated September 24, 2010, and Addendum No. 1, dated October 5, 2010, remain unchanged. In the event of a conflict between any provision of this Addendum and the previous RFQ, or Addendum No. 1, this Addendum shall prevail.

Questions and Answers from the Bidders Conferences held on October 7, 2010, and October 11, 2010, are attached.

Any questions concerning this Addendum to the RFQ should be directed to Stephen Baker, BATA Project Manager, at (510) 817-5892 or sbaker@mtc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew B. Fremier". The signature is fluid and cursive, with the first name "Andrew" being more prominent and the last name "Fremier" following in a similar style.

Andrew B. Fremier
Deputy Executive Director

SH:sb

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APPENDIX C-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of request from the BATA's Project Manager notice to firm that it has been selected for the pool.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. BATA, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any

subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.

Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BATA.

Notice of Termination: All Contractor policies shall provide that the insurance carrier shall give written notice to BATA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BATA and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

Inclusion of BATA, FHWA, its directors, Commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. Endorsement providing that such insurance is primary insurance and no insurance of BATA will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to BATA Certificates of Insurance verifying the aforementioned coverage's. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by BATA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification, listed in *Appendix C*.

Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the BATA Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of request from the BATA's Project Manager ~~notice to firm that it is the successful proposer.~~

Representative Name
and Title

Name of Authorizing
Official

Authorized Signature

Date

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than the date for protesting RFQ provisions. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

Request for Qualifications (RFQ) dated September 24, 2010,
for
On-Call Construction Management and On-Call Design Services

Responses to Bidders Questions from Bidders Conference
On October 7 and 11, 2010

NOTE: Due to the large amount of proposers who arrived for the canceled bidders conference on Thursday, October 7, 2010, the BATA Project Manager held an impromptu bidders conference. Questions and answers from the impromptu bidders conference are included below, and the sign-in sheet is posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/>.

Q1: Do we need to state that our SOQ is a firm offer for 90 days or 120 days?

A1: *SOQ's are to be firm offers for one hundred twenty (120) days. See Addendum #1, Item 2.*

Q2: Page 4, of the RFQ states that three (3) references who can attest to key staff's experience are required. Are these three (3) references for the firm or for each key staff person?

A2: *Three references must be provided for each key staff that will be expected to work on the project(s).*

Q3: Is a firm precluded from consideration for this contract if they are currently providing Construction Engineering services through Caltrans on the San Francisco-Oakland Bay Bridge?

A3: *No.*

Q4: DBE Participation – General Information (item F) on page 12 in the RFQ states: “The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.” Can you please clarify what is meant by “each portion of work” in this requirement?

A4: *The exact nature of the work isn't known at this time, as such, as per page 9, I. Disadvantaged Business Enterprise (DBE) Requirement, of the RFQ, “There are no DBE requirements at the present time for SOQ's submitted in response to this RFQ, as the exact scope of work for individual Task Orders have yet to be determined.” When the scope of work for a Task Order is determined the selected Consultant will be required to report on each portion of the work, as per page 9, I. Disadvantaged Business Enterprise (DBE) Requirement, of the RFQ, “When the specific scope of work for a individual Task Order is determined, the subcontracting opportunity will also be determined. If the individual Task Order has a subcontracting opportunity, a UDDBE*

goal will be applied. If a UDBE goal is applied to a Task Order, the selected CONSULTANT must meet the UDBE goal or show a Good Faith Effort (GFE) to meet the goal, and complete the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts forms attached as Appendices G-3, G-4 and G-5, respectively, according to the instructions in their entirety. This applies even if a CONSULTANT is a UDBE/DBE. The proposal should follow the Task Order Form format specified in Appendix H-1.”

Q5: Appendix A, Part I, Item C2, states that the Consultant shall provide design engineering staff with experience in bridge, highway, and facility design. Is this correct? Shouldn't this be under Part II. If this is correct, what would the design engineers be performing under the CM portion of this RFP

A5: *See Addendum #2, Item 5, attached.*

Q6: In Appendix A, Part I, A.10, Are you asking for a geotech firm separate from the geotech of record to independently come out to give a separate opinion of any geotechnical condition discovered during construction? So is this work really required under the CM scope of work or should this be in the Design services part of Appendix A?

A6: *See Addendum #2, Item 3, attached.*

Q7: Appendix A, In Conjunction with Caltrans, prepare traffic control plans for the work, within the Caltrans right-of-way. Normally, this is performed by the Designer. The CM during construction normally reviews plans as part of our constructability review if they are in the plans. If they are to be prepared by the Contractor to be submitted for review, then we normally review the plans but we normally don't prepare the actual traffic control plans. Is this correct?

A7: *See Addendum #2, Item 4, attached.*

Q8: Does the storm water sampling and monitoring need to comply with Courts requirements during construction? Is there any specific permit or requirement document available where the scope of work for this item is more specific so we can determine exactly what is required? We can perform most of the normal SWPPP requirements but normally the sampling and testing needs to be subcontracted out.

A8: *As there are no specific construction contracts at this time, there may be permit requirements that require BATA to do quality assurance sampling and testing as part of the permit conditions, and the Consultant may be required to provide these services.*

Q9: Please clarify whether small businesses that provide specialized services in the area of Traffic Engineering should try and be part of other teams or should submit a standalone proposal.

A9: *BATA encourages small businesses to submit a standalone proposal and/or as part of larger teams.*

Q10: It appears that BATA wants the ability to have public information services during the construction phase. Does this scope only relate to public information during construction.

A10: *BATA will not require public information officers or spokespeople. See Addendum #2, Item 6, attached.*

Q11: Could you clarify if Good Faith Effort for UDBE is required to submit with the Statement of Qualifications?

A11: *As per page 9, I. Disadvantaged Business Enterprise (DBE) Requirement, of the RFQ, "There are no DBE requirements at the present time for SOQ's submitted in response to this RFQ, as the exact scope of work for individual Task Orders have yet to be determined. When the specific scope of work for a individual Task Order is determined, the subcontracting opportunity will also be determined. If the individual Task Order has a subcontracting opportunity, a UDBE goal will be applied."*

Q12: Are the forms required for submission by the prime (Appendix B, Appendix G-1 and Appendix G-2) also required for any subconsultants on the prime's team?

A12: *No*

Q13: Please confirm that the CM is responsible for LEED Commissioning per Appendix A, Part 1 Paragraph A.3 and that the Designer's responsibility is to design to meet the LEED levels established by BATA/the CM per Appendix A, Part 2, Paragraph A.3.

A13: *The CM will have qualified staff with knowledge of, expertise in and experience in construction management and associated services i.e. LEED Quality Assurance. LEED commissioning will be conducted by an independent third party.*

Q14: Clarify how our expertise in CM at Risk would apply.

A14: *CM at Risk is not required at this time.*

Q15: Can the PM and RE be Registered Civil Engineers in another state with an application pending for CA?

A15: Per page 16, the Project Manager and Resident Engineer must be Registered Professional Engineers in the State of California, with the Department of Consumers Affairs, Professional Engineers and Land Surveyors (PELS) at the time the Task Order is executed.

Q16: Is a Registered Mechanical engineer acceptable for PM or RE?

A16: The Registered Mechanical engineer may be Project Manager for design services or construction management services. Design Engineers and Resident Engineers must be Registered Professional Engineers in the State of California.

Q17: Are the descriptions required per RFQ page 3, Item 3, to include only projects that have been completed within the past four years? May we include descriptions of ongoing projects?

A17: You may include descriptions of ongoing projects, but must also provide information as requested in RFQ, Section III, Form of Proposal.

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